

AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 11/15/2010
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - B
SUBJECT: Request for Approval of Award of RFP #PW 10-08, As Needed Emergency Debris Removal Services.

LOCATION:

City-wide if needed

BACKGROUND:

The Public Works Division solicited Request for Proposals from Contractors to provide Emergency Debris Removal Services. The awarded Contractors would be selected to perform as needed services for emergency debris removal and disposal services from City roadways during any future potential natural disasters, such as hurricanes. Such services would include Field Operations, debris pick up, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management.

There is currently no funding for these services. However, the Federal Emergency Management Agency (FEMA) requires that governing entities shall have agreements in place with Contractors in order to obtain reimbursement for such occurrences.

Based on this requirement, a Request for Proposal was solicited on Demandstar and went out to 884 Contractors. There were 52 planholders for this RFP and 24 responsive submittals were received as follows:

1. AshBritt Environmental Services
2. ATL Diversified Industries
3. Bamaco disaster Recovery
4. Bergeron
5. Byrd Brothers Emergency Services
6. Ceres Environmental
7. Cloud 9 Services
8. Cross Construction Services
9. D & J Enterprises
10. Disaster Recovery Group and Tree Service

11. DRC Emergency Services
12. Eagle SWS
13. Grubbs Emergency Services
14. Gulf Crowder
15. J.B. Coxwell Contracting
16. Michael's Tree and Loader Service
17. Omni Pinnacle
18. Phillips and Jordan
19. Shelley's Environmental Systems
20. Storm Reconstruction Services
21. TAG Grinding Services
22. T.F.R. Enterprises
23. Unified Recovery Group
24. Wood Resource Recovery

After submittals were received, a Selection Committee reviewed and ranked the firms based on their proposals and pricing submitted. The number of Contractors selected was based on the unknown factor and uncertainty of what potential damage or impact a natural disaster could have on the City. Out of the 24 submittals, the top 8 Contractors that ranked highest were selected. 4 of those Contractors will be primary and 4 will be secondary should one of the primary's not be available. The top 8 Contractors ranked are as follows:

1. Ceres Environmental
2. TAG Grinding Services
3. T.F.R. Enterprises
4. Wood Resource Recovery
5. Grubbs Emergency Services
6. Crowder Gulf
7. DRC Emergency Services
8. Unified Recovery Group

**ORIGINATING
DEPARTMENT:**

Public Works/Deltona Water

SOURCE OF FUNDS:

Fund Balance to be substantially reimbursed by FEMA if expended

COST:

Unknown

REVIEWED BY:

Public Works Director

**STAFF
RECOMMENDATION
PRESENTED BY:**

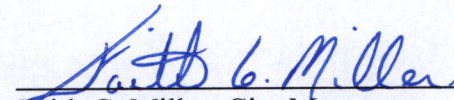
Glenn Whitcomb, Utilities/Public Works Director - to approve award of RFP #PW 10-08 to Ceres Environmental, TAG Grinding Services, T.F.R. Enterprises and Wood Resource Recovery as primary vendors and to Grubbs Emergency Services, Crowder Gulf, DRC Emergency Services and Unified

**POTENTIAL
MOTION:**

Recovery Group as secondary vendors for as needed emergency debris removal services for an initial period of one year, with the option of three additional one year renewal periods to follow pending demand.

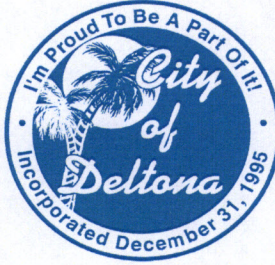
**AGENDA ITEM
APPROVED BY:**

"I move to approve award of RFP #PW 10-08 for the As Needed Emergency Debris Removal Services to to Ceres Environmental, TAG Grinding Services, T.F.R. Enterprises and Wood Resource Recovery as primary vendors and to Grubbs Emergency Services, Crowder Gulf, DRC Emergency Services and Unified Recovery Group as secondary vendors for as needed emergency debris removal services for an initial period of one year, and renewed annually for three additional one year renewal periods".


Faith G. Miller, City Manager

ATTACHMENTS:

- Original RFP Solicitation
- Addendum # 1
- Overview of Findings from Selection Committee
- Score Sheet Totals from Selection Committee
- Committee Member #1 Score Sheet
- Committee Member # 2 Score Sheet
- Committee Member # 3 Score Sheet
- Committee Member # 4 Score Sheet
- Pricing Breakdown Score Sheet
- Agreement



City of Deltona
Public Works Division
255 Enterprise Road
Deltona, Florida 32725

The City of Deltona, Public Works Division will receive **Sealed RFP submittals up to 2:00 p.m. on September 16, 2010** at the Purchasing Office of the Public Works Division, 255 Enterprise Road, Deltona, FL 32725 for the following:

REQUEST FOR PROPOSALS
RFP # PW 10-08 / Emergency Debris Removal Services

The City of Deltona, Public Works Division is accepting proposals from qualified contractors with experience in disaster or emergency debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

RFP Submittals must be addressed as follows for both Mail and Hand Deliveries:

City of Deltona
Public Works Division
Attn: Purchasing Agent
255 Enterprise Road
Deltona, Florida 32725

RFP's must be submitted utilizing the Required Submittals packet in order to be accepted. Copies of the RFP and the Required Submittals packet may be obtained from Brian Boehs, Purchasing Agent, City of Deltona, Public Works Division, 255 Enterprise Road, Deltona, Florida 32725, email: bboehs@deltonafl.gov or from the www.demandstar.com

Please be sure to include your company's name, address and phone number, as well as the RFP name and number, on the outermost envelope.

RFP submittals received at any other location, except for the location listed above, will not be accepted and returned to the sender unopened. RFP submittals received after 2:00 p.m. on September 16, 2010 will be returned to the sender unopened. FAX or electronic submittals will not be accepted.

The City reserves the right to accept or reject any or all submittals with or without cause, to waive technicalities, or to accept the submittal which, in its judgment, best serves the interest of the City. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's office at 386-878-8507 at least forty-eight (48) hours in advance.

Section 1

General Conditions, Instructions and Information for Proposers

CONTACT: All prospective Applicants (Proposers) are hereby instructed not to contact any member of the City of Deltona City Commission, City Manager, or City of Deltona (City) staff members other than the noted contact person regarding this Request for Proposals (RFP) or their proposal at any time during the solicitation process. Any such contact shall be cause for rejection of your RFP submittal.

PUBLIC OPENING: RFP submittals shall be received at the City of Deltona Public Works Division, 255 Enterprise Road, Deltona, Florida 32725 on or before September 16, 2010 at 2:00 p.m. The RFP submittals shall be opened publically and the names of the Proposers shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Boehs at 386-878-8955 or at bboehs@deltonafl.gov at least 72 hours in advance of the Public Opening.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Proposers of all changes in scheduled due dates by posting the notification in the form of addenda on www.demandstar.com.

PROPOSAL SUBMISSION AND WITHDRAWAL: The City shall receive RFP submittals at the above address. Submittals sent to any other location shall not be accepted. Proposals shall not be submitted to City Hall, nor will they be accepted at City Hall. The outside of the envelope/container must be identified with the RFP number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the RFP submittal in the Public Works Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the RFP submittal.

RFP submittals received at another location, other than the location noted above, or received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City shall not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Agents office at the Public Works Division, located at 255 Enterprise Road, Deltona, Florida 32725, shall serve as the official authority to determine lateness of any RFP submittal.

The City cautions Proposers to assure actual delivery of mailed or hand-delivered RFP submittals prior to the deadline set for receiving RFP submittals. Telephone confirmation of timely receipt of the RFP submittal may be made by calling (386) 878-8955, before the 2:00 p.m. deadline.

Proposers shall submit five (5) COMPLETE SETS (one [1] original, three [3] copies and one [1] electronic copy (CD)) of the RFP submittal with all supporting documentation in a sealed envelope/container marked as noted above. The CD should be an exact duplicate of the hard copies and should be one complete file (PDF preferred), not a series of files. The Proposer may submit the RFP submittal in person or by mail.

Proposers may withdraw their RFP submittals by notifying the City in writing at any time prior to the time set for the RFP deadline. Proposers may withdraw their RFP submittals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the RFP submittal. RFP submittals, once opened, become the property of the City and will not be returned to the Proposers.

No additional information may be submitted, or follow-up made, by any Proposer after the stated due date, outside of a formal presentation to the Evaluation committee, unless requested by the City. At the time of opening and immediate review of the RFP submittals, the City reserves the right to request all required forms/attachments that may have not been submitted at the time of submittal. The respondent shall have twenty four (24) hours to supply this information to the City for their RFP submittal to be considered valid.

INQUIRIES / INTERPRETATIONS: All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Public Works Division Purchasing Agent in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any question concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and received by the Public Works Division Purchasing Agent at least seven (7) business days prior to the due date. The City shall not be responsible for any oral instructions made by any employee(s) of the City in regard to this RFP. All inquiries shall be in writing and directed to the Purchasing Agent, Brian Boehs, at Fax No. (386) 878-8971 or email to bboehs@deltonafl.gov. **Oral statements given before the Proposal Due Date will not be binding.**

ADDENDA: Should revisions to the RFP documents become necessary; the City shall post addenda information on the Onvia website at www.demandstar.com. All Proposers should check the Demandstar website at least forty-eight (48) hours before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the RFP submittal as unresponsive. Proposer shall sign, date and return all addenda with their RFP submittal.

All addenda will be posted on www.demandstar.com. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: All RFP submittals will be evaluated by City staff in accordance with the criteria set forth in the RFP documents. The City may conduct interviews/presentations as part of the evaluation process. The City shall not be liable for any costs incurred by the Proposer in connection with such presentations.

The City anticipates award to the Proposer(s) who submits the RFP submittal judged by the City to be the most advantageous and offers the best value to the City. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The City reserves the right to reject all RFP submittals, to waive any formalities, and to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their RFP submittals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF RFP SUBMITTAL INFORMATION: Any Proposer that submits in his/her RFP submittal to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the RFP submittal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to final execution of the contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, etc., are the responsibility of the Proposer.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties on www.demandstar.com prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the City's Purchasing Policy and Procedures shall constitute a waiver of proceedings.

PROTESTS: Any Proposer who disputes the selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after receiving, RFP submittals become "public records" and shall be subject to public disclosure with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: The Proposer warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Agreement and that the Proposer has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all RFP submittals and to make the award to those Proposers, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the RFP submittal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may at its discretion, request a re-procurement.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever materials or equipment are specified or described in the specifications by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be

accepted by the City if sufficient information is submitted by Proposer to allow the City to determine that the material or equipment proposed is equivalent to that named.

Requests for review of substitute items of material and equipment will not be accepted by the City from anyone other than Proposer. If Proposer wishes to furnish or use a substitute item of material or equipment, Proposer shall indicate this action within this solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Proposer is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Proposers affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute.

Proposer assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the contract documents, and that the specifications and all other features of substitute items are suitable for the intended purpose.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the RFP submittal shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFP Documents are the only conditions applicable to this RFP submittal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

DELIVERY: Delivery will be determined by the City.

PURCHASING CODE: The City of Deltona Purchasing Policy and Procedures apply in its entirety with respect to this Request for Proposals.

AFFIRMATION: By submission of an RFP submittal, Proposer affirms that his/her RFP submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposal and the resulting contract.

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. RFP submittals having erasures or corrections must be initialed in ink by the Proposer.

DISPROPOSAL OF PROPOSER: More than one RFP submittal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a Proposer is involved in more than one RFP submittal will be cause for rejection of all RFP submittals in which such Proposers are believed to be involved. Any or all RFP submittals will be rejected if there is reason to believe that collusion exists between Proposers. RFP submittals in which the prices obviously are unbalanced will be subject to rejection.

JOINT VENTURES: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Request for Proposal.

CONFLICT OF INTEREST: All Proposers must disclose with their proposal the name of any officer, director, or Agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

QUANTITIES: The City shall not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this Request for Proposals. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFP prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Agent at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments

occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Proposers submitting a response to this Request for Proposals agree that such response also constitutes a RFP submittal to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this RFP submittal, should the Proposer feel it is in their best interest to do so.

Each governmental agency desiring to accept these RFP submittals, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFP.

This agreement in no way restricts or interferes with the right of any governmental agency to Re-Request for Proposal any or all items.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

AWARD TERM: The City of Deltona is requesting proposals from qualified contractors to provide items and services listed at firm fixed prices on an as needed basis for an initial period of one (1) year, renewable for three additional one (1) year periods. Both the City and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this bid (See section on Price Re-determination).

PRICE REDETERMINATION: The Contractor may petition The Purchasing Agent for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal periods for this RFP, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Agent will provide an exemption certificate to the awarded proposal(s). Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for Proposal evaluation purposes.

PERMITS / LICENSES / FEES: Any permits, licenses, or fees required for these services shall be paid for and obtained by the Contractor and the responsibility of the Contractor. No separate or additional payment will be made by the City.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

Section 2

General Description of Services

A. PURPOSE

The purpose of this Proposal is to secure one or more contractors to provide disaster debris removal and disposal services within the City of Deltona, Florida.

The contractors must be able to assemble trucks, equipment, materials and crews immediately following a disaster and give the City of Deltona priority status.

This proposal describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal from roadways within the City of Deltona, Florida. The contractor shall provide all services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads will be identified by the City of Deltona and direction given to the Contractor for roads and limits for which the Contractor will be responsible. The City reserves the right to add or delete roadway segments at no additional cost to the City. The City of Deltona, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate federal agency.

The City of Deltona will not provide price adjustments for cost increases or decreases in the price of fuel.

Within five days after commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor shall supply to the City and keep in force a payment and performance bond provided by a surety authorized to do business in the State of Florida, payable to the City and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The work will begin upon written authorization by the City. No guarantee of minimum or maximum amounts per bid item is made by the City under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

The City of Deltona, at its sole discretion, may award one or more contracts based on the bids received and the impact of natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, and then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the City at the time contacted.

The City of Deltona reserves the right to inspect the site, verify equipment, verify quantities and review operations of the Contractor at any time.

Services to be provided by the Contractor

The following listed services shall be performed by the Contractor under the supervision of the City of Deltona or their designated representative:

The following is a general description of services that shall be performed by the Contractor as approved by the City of Deltona. The Contractor shall provide the labor and laborers, operators, drivers, vehicles, materials, tools, and equipment necessary for the performance and completion of work as it pertains to Emergency Debris Clearing, Collection and Removal Services.

A written Notice to Proceed (NTP) shall be issued by the City of Deltona to the Contractor to begin mobilization for the emergency debris collection and removal services. Written notice to proceed may be delivered via fax machine, overnight carrier or delivered in person to the Contractor or his assigned representative. Until a written NTP is issued by the City to the Contractor, no level of emergency debris collection and removal services is approved, guaranteed or implied under this contract. Upon receipt of the written NTP, the Contractor shall commence mobilization of personnel and equipment. The City of Deltona is under no obligation, either written or implied to issue a Notice to Proceed for this contract.

These services shall only be required when an emergency situation exists, which threatens the life, safety or welfare of its citizens: i.e. hurricane / natural or man-made disasters. The City of Deltona shall be the sole judge if an emergency exists. In the event the City does not issue a NTP to the Contractor during the term of this Contract, it is understood by all parties that no guaranteed minimum amount of work is implied to the Contractor under this contract.

Contractor shall be in contact and comply with the City of Deltona's contracted representative for the monitoring of debris collection and removal services. The City of Deltona's representative for the monitoring of debris clearing, collection and removal shall be a separate contractor, from this solicitation, who will be exclusively contracted for the monitoring of debris clearing, collection and removal services. The City's monitoring contractor shall certify all of the Contractor's loads and safety of the vehicles in which the debris is being removed with.

The Contractor shall provide for debris clearing, collection and removal services from the area(s) within the City of Deltona city limits. Clearing, Collection and Removal Services performed outside of the City of Deltona city limits shall not be reimbursed by the City of Deltona to the Contractor. Additionally, there are currently 5 roads within the City of Deltona city limits that are Volusia County roads. These roads are as listed below:

- a. Howland Boulevard
- b. Providence Boulevard
- c. Saxon Boulevard
- d. Doyle Road
- e. Lake Helen Osteen Road

These 5 roads are maintained by Volusia County and are not monitored or maintained by the City of Deltona. The City of Deltona is not responsible for services performed on these roads and the City of Deltona shall not reimburse the contractor for any work or services performed on these Volusia County roads, unless pre-approved by the City of Deltona.

Contractor shall provide equipment, labor, and materials necessary to perform the "first pass" and all subsequent passes directed by the City of its designee. "First Pass" is defined as removing all debris on the affected roadways from within the right-of-ways as directed and authorized by the City of Deltona and its authorized representatives. The work associated with "First Pass" and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative, C & D and Hazardous Materials; hauling materials to either an pre-approved temporary debris staging and reduction site or a pre-approved final legal disposal site; volume reduction at the pre-approved temporary debris staging and reduction site; and final hauling and disposal at an pre-approved landfill facility.

Once road priorities are established by the City or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone.

The City of Deltona shall direct the Contractor's arriving equipment and crews to a central rally point for inspection, measurement, and certification, to be completed by the City of Deltona's contracted monitoring agency, prior to assignment and deployment.

The Contractor shall utilize their own vehicles to collect and load all debris from the City's properties and right-of-ways.

The work shall consist of clearing, collection and removing any and all "eligible" debris primarily from the public right-of-way (ROW) of streets and roads, as directed by the City of Deltona's contracted monitoring agency. Work shall include:

- a. Examining debris to determine whether or not debris is eligible, burnable or non burnable.
- b. Loading the debris
- c. Hauling the debris to an approved temporary dumpsite or landfill
- d. Dumping the debris at the approved temporary dumpsite or landfill
- e. Reduction of debris at the approved temporary dumpsite or landfill

Ineligible debris shall not be loaded, hauled, or dumped under this contract. Burnable debris shall be loaded separately from non-burnable debris. Mixed loading of burnable and non-burnable shall be kept to a minimum. The City of Deltona's contracted monitoring agency shall determine the appropriate dumpsite for mixed loads.

Debris removal shall include all eligible debris found on the ROW within the area designated by the Public Works Dept. and the City of Deltona's contracted monitoring agency. The Public Works Dept. and the City of Deltona's contracted monitoring agency may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the Public Works Dept. and the City of Deltona's contracted monitoring agency. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Public Works Dept. and the City of Deltona's contracted monitoring agency. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. Unless otherwise previously authorized by the City of Deltona, the Contractor shall not conduct ROW operations on private property. The Contractor shall not enter onto private property during the performance of this contract.

Provide labor, equipment and materials necessary to remove all stumps authorized by the City, FHWA and FEMA. Stump removal operations shall be in accordance with FEMA and FHWA guidelines.

Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.

Coordinate with utility companies, as required, to permit safe removal of debris.

Provide a means for the City of Deltona's designated monitoring contractor to measure and certify all trucks. All temporary debris staging and reduction sites (TDSR's) shall be equipped with at least one tower, from which the City of Deltona's monitoring contractors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR.

Provide a means for securing all TDSR's throughout the life of the contract, to ensure no unauthorized or illegal dumping can occur at the site.

Vacuum inlets and sweep curb and gutter sections.

Damaged trees and exposed roots are to be removed to ground level.

Remove leaning trees which are not an immediate hazard only when directed by the City or their designated representative. Compensation will be by stump removal (if applicable) and debris removal.

Fill any holes left by removed trees. The cost of borrow required for fill will be included in the cost of bid items.

The Contractor shall conduct the work so as not to interfere with disaster response and recovery activities of Federal, State and Local governments and agencies or Public Utilities.

Staging / Reduction

Staging of TDSR's shall be accomplished by the contractor with the supervision of the City of Deltona and its representative. When operations are complete, the contractor shall return all TDSR's to their original condition to the satisfaction of the City and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure TDSR's have not been contaminated.

Provide, operate and maintain equipment for debris reduction.

Maintain segregation of debris (vegetative vs non-vegetative).

Reduce and dispose of any vegetative debris hauled by the City crews to the TDSR's.

White goods and Hazardous Household waste shall be recycled in accordance with all federal, state and local rules, regulations and laws. White goods and Hazardous Household waste include washing machines, clothes dryers, dehumidifiers, dishwashers, gas and electric stoves, TV's, computer monitors, refrigerators, freezers, window air conditioners and water heaters or coolers.

Remove and recover Freon from any white goods and Hazardous household waste, such as refrigerators, freezers or air conditioners, at the final disposal site in accordance with federal, state and local rules, regulations and laws.

B. SCOPE OF SERVICES

The proposer is to provide all labor, services, equipment, materials, and supplies necessary to:

1. Provide emergency City roads and streets clearance to allow safe passage.
2. Remove vegetative debris for the City's right-of-ways and public property and haul to a vegetative debris volume reduction staging site.
3. Remove non-vegetative debris (appliances, household items) and construction and demolition(C&D) debris from City's right-of-ways and public property to a temporary mixed debris staging site or to a pre-approved permitted landfill or to a recycling center as directed by the City of Deltona.
4. Remove debris from private property under certain hazardous conditions as determined by the City.

5. Comply with the City of Deltona's authorized monitoring contractor and its instructions and supervision for maintaining and control of the debris volume reduction site and any other temporary debris staging sites.
6. Chip vegetative debris (limbs and branches) at the pick-up site and haul the resulting chips to a designated final disposal site under certain conditions.
7. Operate vegetative debris volume reduction at the temporary vegetative staging site and haul to a final disposal site. Volume reduction may be by chipping and grinding. Method to be used will be based on environmental considerations as well as all applicable federal, state and local rules and regulations.
8. Comply with federal, state, and local laws and regulations. Not limited to, but including, FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration), St. Johns River Water Management Systems, FDOT (Florida Department of Transportation, FDEP (Florida Department of Environmental Protection).

C. DEFINITIONS

The following terms are defined as follows:

1. Chipping – Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.
2. Debris Clearance – Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.
3. Debris Removal – Picking up debris and taking it to a temporary storage site or permanent landfill.
4. Debris Disposal – Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.
5. Garbage – Waste that is regularly picked up by the government agency. Example: Food, plastics, wrapping, papers.
6. Hazardous Waste – Materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
 - a. Toxic
 - b. Flammable
 - c. Corrosive and/or
 - d. Reactive
7. Household Hazardous Waste – Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:
 - a. Toxic
 - b. Flammable
8. Corrosive and/or Reactive Examples of household hazardous Waste includes small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.
9. Non-Vegetative Debris: Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheetrock, cloth items, non-wood building materials and carpeting. Some non-burnable debris is recyclable.
10. Recycling: The recovery and reuse of metals, soils and construction materials that may have a residual monetary value. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.
11. Right-of-ways: The portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.
12. Storage Sites: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.
13. Stumps: Tree Stumps with base cut measurements less than two (2) feet in diameter will be disposed of with the same methods used for other burnable debris. Tree stumps larger than two (2) feet in diameter will be disposed of by either splitting and burning or chipping / grinding. The method will be at the discretion of the Bidder.
14. White Metals – Household appliances, such as refrigerators, freezers, stoves, washers, and dryers.

D. GENERAL

Proposals are to include the following services:

1. Clear City roads and streets to allow safe passage depending on the severity of the disaster and availability of City equipment. The Public Works Department will notify the Proposer should these services be needed.
2. Debris Removal Operations
 - a. Remove vegetative debris from the City's right-of-way and public property and haul to a temporary vegetative debris staging site as determined by the Public Works Dept or the City's contracted monitoring agency.

- b. Remove non-vegetative debris from the City's right-of-ways and public property to a temporary debris staging site or to a permitted landfill site or recycling center as determined by the Public Works Dept or the City's contracted monitoring agency.
 - c. Remove debris from private property under certain conditions as determined by the City should an imminent threat to life, safety, and health to the general public be present on private property, or should other special circumstances exist.
- 3. Debris Disposal Operations
 - a. Vegetative debris (limbs and branches) shall be picked up at the site of incident and haul the resulting debris to the pre-approved temporary debris staging site.
 - b. Operate vegetative debris volume reduction at the temporary vegetative staging site. Volume reduction may be chipping and grinding.
 - c. The Contractor shall coordinate daily with the Public Works Department or the City's contracted monitoring agency. The Proposer shall address and resolve issues that arise during the course of this work.
 - d. The Contractor shall conduct debris removal during daylight hours only, unless approved in writing, seven days per week. The Contractor is responsible for coordinating with the Public Works Department or the City's contracted monitoring agency in the event weather conditions delay or modify the proposed daily schedule.
 - e. The total number of actual hours worked by each crew will be according to the needs of the Public Works Dept. It is estimated that each crew will work a minimum ten (10) hours per day, seven days per week. No guarantee of minimum hours is implied or expressed. Services required will be determined by the City.
- 4. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed and be fully operational within forty-eight (48) hours. If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours.
- 5. The Contractor is required to grind daily. Debris hauled in shall be chipped within forty-eight (48) hours.
- 6. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the City that the last load of debris has been delivered.
- 7. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractors personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform the work.
- 8. The Contractor shall be duly licensed in accordance with the State of Florida statutory and regulatory requirements to perform work. The Contractor shall pay for and obtain all permits necessary to complete work. The Contractor shall be responsible for determining what permits are necessary to perform the work. Copies of all permits shall be submitted to the Public Works Department.
- 9. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.
- 10. The Contractor shall be responsible for paying any or all costs associated with violations of law or regulation relative to their activities. Such costs may include but are not limited to: Site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with Federal or Local environment laws and regulations or nuisance statutes by Contractor, their subcontractors, or any other persons, corporations, or legal entities retained by the Contractor under this contract.
- 11. The Contractor shall attend any and all meetings required by the Public Works Department or the City's contracted monitoring agency to evaluate the debris removal and disposal operations.
- 12. The Contractor shall provide sufficient personnel and management to assure the requirements and specifications of work meets the requirements of this contract. The work shall be closely monitored by the Public Works Dept or the City's contracted monitoring agency.
- 13. No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Public Works Department. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on public right-of-way in such a manner as to result in a hazard to the public.
- 14. The Contractor is legally responsible for damage to the public and private property while performing duties outlined in these specifications.
- 15. The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal or better than existing before such damage or injury was done by the Contractor and at the Contractor's expense.
- 16. Any damage to public and private property shall be reported to the Public Works Dept or the City's contracted monitoring agency immediately following its occurrence.
- 17. The Public Works Dept or the City's contracted monitoring agency shall have the right to require the Contractor to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.

18. Such work needed to be redone shall be performed promptly and at no cost to the City, either during or after the expiration of the resulting contract.
19. The Contractor is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler head and valves. If any direct or indirect damage occurs to the public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor at their expense to condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the Public Works Dept.
20. Whenever electric and telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the Contractor, the proper utility agency and homeowner shall be consulted.
21. All motor vehicles and other major equipment used by the Contractor to do the work shall be clearly identified with the name of their company.
22. No guarantee of minimum number of crews is implied or expressed and payment for services will only be made for actual work performed as required by the Public Works Dept. However, award will be reviewed in part on expediency of mobilization.

E. DEBRIS REMOVAL

1. The Contractor shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, non-burnable debris and C&D debris from the City right-of-ways and public property. All vegetative debris shall be hauled to debris volume reduction site as designated by the Public Works Dept or the City's contracted monitoring agency.
2. The Contractor shall not trim "hangers" or cut down any trees without prior written consent of the Public Works Dept. The Public Works Dept. will be responsible for directing tree removal from the City's right-of-ways. Any damaged tree, whether on city right-of-ways or private property, that poses a threat to public safety (including critical utilities) will be removed as directed by the City. This includes "hangers", leaning trees, and the stumps associated with such a tree.
3. The Contractor shall exercise care so as not to generate litter during the removal process. The Contractor shall clean up loose material in the immediate vicinity of the right-of-way. The Contractor shall be responsible for the repair of any collateral damage caused to private or public property.
4. Work shall consist of a many passes as necessary, otherwise directed by the Public Works Dept., to collect all brush, tree parts and non-vegetative debris set out by residents for collection within the right-of-ways from both sides of the roadway.
5. The Contractor shall notify the Public Works Dept. of the City's contracted monitoring agency of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
6. The Public Works Dept. or City contracted monitoring agency will have roving monitors that will observe Contractor operations to ensure that only eligible debris is removed from the specific locations as designated. Trucks that are observed picking up material outside of the right-of-ways or that are ineligible will have all loads hauled that day deducted and the load tickets invalidated.
7. The Contractor shall be prepared to provide chipping equipment and crew to conduct on-street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris clearing equipment. Locations of on-street chipping operations will be identified by the Public Works Dept.
8. If required, all limbs, branches, foliage, etc. inaccessible will be chipped on site using a hand fed chipper. Chips and other tree debris shall be collected and hauled away from work areas by the Contractor immediately following completion of work to a final disposal site as determined by the Public Works Department or City contracted monitoring agency.
9. The work area includes various locations throughout the City. Maps and locations will be available with the Notice to Proceed.
10. Work location and assignments of all contractual crews shall be coordinated daily with the Public Works Dept. or the City contracted monitoring agency. Contractor shall report at the start of each workday to the Public Works Department.
11. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State and Local governments or agencies.

F. EQUIPMENT

1. The Contractor shall provide all equipment necessary for the performance of the work under these requirements and specifications. All equipment repairs and operating cost shall be the responsibility of the Contractor.
2. Equipment, which is designated for this project, shall not be used for any other work during the duration of the contract. The Contractor shall not solicit work from private citizens throughout the City.
3. The Contractor shall submit to the Public Works Dept. or the City contracted monitoring agency, a listing that indicates the type of vehicle, make, model, license plate number, driver's name, equipment identification number and measured interior volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The Public Works Dept. or City's contracted monitoring agency and the Contractor shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard, for example: <18.5 CY = 18 CY and >18.5 CY = 19 CY. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment for the duration of the disaster work.

4. Prior to commencing debris clearing, collection and removal operations, the contractor shall present to the City's contracted monitoring agency trucks or trailers that shall be used for hauling debris, for the purpose of certifying those vehicles. Certifying vehicles shall be performed by the City's contracted monitoring agency. Certifying vehicles shall be for the purpose of determining hauling capacity, safety of the equipment/vehicle and compliancy of the equipment/equipment. Hauling capacity shall be based on the interior dimensions of the truck's metal dump bed. Hauling capacity of the vehicles, in cubic yards, shall be recorded by the City's contracted monitoring agency. Each truck or trailer shall be numbered for identification by the City's contracted monitoring agency.
5. Any truck used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand sever operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. The City's contracted monitoring agency shall approve all requests for extensions. Equipment shall be inspected prior to its use by the Contractor using applicable City of Deltona forms.
6. Prior to commencing operations, the Contractor shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall be reused. One sign shall be replaced on each side of the equipment. For those trucks, trailers, and other equipment intended to haul debris, the maximum volume, in cubic yards, of load bed shall also be show. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be three (3) inches in height.
7. The city desires that the Contractor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operations. Small hand load operations are discouraged.
8. All equipment shall be in compliance with the bid specifications and all applicable Federal, State, and Local rules and regulations. All equipment and operator qualifications shall meet Federal, State and Local rules and regulations.
9. The Contractor shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinders, remove mulch from the grinding operations and load and haul for disposable all non-vegetative debris, chips/mulch, and any other equipment which may be necessary.
10. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the City of Deltona or the City contracted monitoring agency.
11. Depending on debris size and type, the Contractor shall use appropriate excavation type machinery in accordance with OSHA, Federal, State and local safety guidelines.
12. The Contractor shall have all equipment and/or trucks used for hauling, certified in accordance with FEMA and the most current City of Deltona procedures. All Contractor trucks and trailers shall have valid registrations, insurance and meet all basic operational criteria; tailgates or equivalent containment devices, tarps, etc., as well as applicable motor vehicle safety requirements. Contractor's drivers shall possess valid drivers' licenses.

G. HAZARDOUS WASTE

1. Contractors Petroleum, Oil, Lubricant Spills
 - a. The Contractor shall be responsible for reporting to the Public Works Dept and cleanup of all petroleum, oil, lubricant spills caused by the Contractor's operations at no cost to the City.
 - b. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable Federal, State and Local laws and regulations.
 - c. Spills other than on-site shall be reported to the Public Works Department immediately following recover. A written follow-up shall be submitted to the Public Works Dept. not later than seven (7) days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.
 - i. Description of the material spilled (including identity, quantity, etc.)
 - ii. Determination as to whether or not the amount spilled is EPA/DEP reportable and when and to whom it was reported.
 - iii. Exact time and location of spill, including description of the area involved.
 - iv. Receiving streams or waters
 - v. Cause of incident and equipment and personnel involved
 - vi. Injuries or property damage
 - vii. Duration of discharge
 - viii. Containment procedures implemented
 - ix. Summary of all communications the Bidder has had with press or other officials
 - x. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

2. Household Hazardous Waste Materials will not be removed from right-of-ways under this contract. Residents will be provided locations of drop-off points for the disposal of their Household Hazardous Waste.

H. SAFETY

1. The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades and other devices necessary to meet Federal, State and Local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.
2. Closure or blocking of public streets and other right-of-ways shall not be permitted unless prior arrangements have been made with the Public Works Dept. and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with local traffic codes.
3. The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance and safety measures at the temporary debris staging sites. The Contractor shall comply with all Federal, State and Local safety regulations.
4. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.
5. The Contractor shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when completing debris removal.
6. Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

I. TEMPORARY DEBRIS STAGING AND REDUCTION SITES

1. Temporary debris staging and reduction sites will be managed and monitored by the City of Deltona and the City's contracted monitoring agency. The City of Deltona and the City's contracted monitoring agency shall be responsible for establishing site layout. The Contractor shall adhere and comply with the layout of the site. The Contractor shall cooperate with management and the monitoring agency to ensure effective operations at the site.
2. The Contractor shall provide all labor, services, equipment, materials, and supplies necessary to accept, process, and reduce vegetative debris through either tub grinding into chips/mulch or through air curtain incineration into ash. The Public Works Dept. will determine the method to be used based on environmental considerations.
3. The locations of the vegetative debris volume reduction sites will be selected by the City of Deltona.
4. The City of Deltona makes no representations regarding the turn-around time at the sites.
5. The Contractor shall provide equipment and personnel to operate (number of sites will be determined after an event occurs and will be based on event severity) at vegetative debris volume reduction sites. The Public Works Dept. will provide access and authorization to the Contractor to operate on the designated vegetation debris reduction sites including all information in the Public Works Dept.'s possession regarding sites, which are necessary for successful operation.
6. The City's monitoring agency shall determine where observation /inspection towers at each reduction site shall be placed. The Contractor shall be responsible for construction of these towers. The towers shall be constructed in accordance with and approved by FEMA. Access shall be provided by wooden steps with a handrail.
7. The City of Deltona will not provide to the Contractor potable water, sewage treatment, fuel, electricity, other utilities, or other personnel, materials, or equipment to operate the debris volume reduction site. The contractor shall provide portable sanitary facilities and maintain these facilities. The Contractor shall provide utility clearances as appropriate. The Contractor shall protect existing structures at the sites and repair any damage caused by their operations at no additional cost to the City.
8. The Contractor shall operate the site to accept debris collected under other City contracts and by City crews.
9. Chips/mulch shall be stored in piles no longer than fifteen (15) feet and meet all Federal, State and Local laws and regulations. No more than seven (7) days of chipped debris shall remain on ground at the site.
10. The Contractor shall operate at the site to minimize the risk of fire.
11. The Contractor shall be responsible for the debris management sites within thirty (30) calendar days of receiving the last load of disaster related debris. Closure shall include removal of site equipment, debris, and remnants from the processing operations (such as temporary toilets, observation towers, security fence, etc.) and grading the site, and restoring the site to its pre-work conditions. The site will be restored in accordance with all Federal, State and Local requirements. The Contractor is responsible for the proper disposal of non-burnable debris and wood chips or ash. The Contractor shall receive approval from the Public Works Dept. and FEMA as to the final acceptance of a site closure.

J. LOAD TICKETS

1. Load tickets shall be used for recording volumes of debris removal. Each ticket shall contain the following information:
 - a. Contractor Name
 - b. City Contract Number
 - c. Load Ticket Number
 - d. Date and time of pick up
 - e. Date and time of delivery
 - f. Pick up location
 - g. Total cubic yards picked up
 - h. Debris classification
 - i. Truck ID number and capacity
 - j. Delivery site
 - k. Signature of City's contracted monitoring agency
 - l. Signature of Contractor's designated representative.
2. Load tickets shall be assigned, issued, monitored and managed by the City's contracted monitoring agency. For each approved load, the Contractor's truck operator shall submit his or her ticket to the tower monitor at the dumpsite for debris volume evaluation. These tickets shall be used by the Contractor to invoice the City of Deltona and to validate each submitted invoice.

K. INVOICING AND PAYMENT

1. All invoices shall be signed by the Contractor. Each type of work must be invoiced separately. The Contractor is expected to provide the details outlined below and any other data as the City may reasonably require.
2. All invoices are subject to pre-audit verification and Public Works Dept. approval prior to payment.
3. Contractor shall remit one(1) paper invoice along with details to City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725
4. Payment for work completed may be invoiced on a bi-weekly basis. Invoices shall be based on verified quantities from the operational reports and valid load tickets from the City's contracted monitoring agency. The Contractor may not invoice the City more than every two weeks. Each invoice shall include a daily summary of the load tickets. Each invoice shall be further supported by a listing of all load tickets being invoiced.
5. Contractor may invoice for road and street clearance when the work is completed. The invoice shall be substantiated by a detailed spreadsheet showing:
 - a. Date
 - b. Hours worked
 - c. Operator's name
 - d. Machinery and equipment used
 - e. Roads and streets cleared
6. Detail shall be supported by daily logs validated and signed by the Public Works Dept. or the City's contracted monitoring agency and Bidder.
7. The Contractor shall be responsible for the preparation of all invoices in a format acceptable to the City and in accordance with Federal, State and Local rules, regulations and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.
8. Payment, less applicable retainage as described below, will be made in accordance with the Fee Rates shown on the submitted Price proposal form. Such payment will be full and complete payment for all work performed as required in this RFP. Bid prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, all overheads and profits.
9. A lump sum retainage of \$10,000 per TDSR will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from the first invoice submitted. The Contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the TDSR.
10. The bid items listed in the Price Proposal Form include compensation for all work required in this RFP.

L. OTHER CONTRACTS

1. The City of Deltona reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

M. MEASUREMENT

1. Measurement for burnable debris removed shall be by the cubic yard as predetermined through truck certification. Trucks with less than full capacities shall be adjusted down by visual inspection by the City's contracted monitoring agency. Measurement will be documented by the City's contracted monitoring agency.
2. Measurement for non-burnable debris removed shall be by the cubic yard as predetermined through truck certification. Trucks with less than full capacities shall be adjusted down by visual inspection by the City's contracted. Measurement will be documented by the CODR.
3. Measurement for payment of stumps removed with 25 to 36 inch diameter base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.
4. Measurement for payment of stumps removed with 37 to 48 inch diameter base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.
5. Measurement for payment of stumps removed with 49 inch and larger diameter base cuts (measured 24 inches up from where the tree originally exited the ground) shall be per stump.

The Contractor shall be entitled to invoice for 60% of the mobilization and demobilization line item after all equipment is delivered to the designated work site. The remaining 40% shall be due after all equipment is removed from the work site and a receipt of a proper invoice.

Section 3

Instructions for the Preparation of Qualifications / Proposals

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8 ½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The total number of pages MUST NOT exceed 30 pages (does not include the required submittals, addenda or resumes).

The Proposal must be divided into four (4) tabbed sections with references to parts of the RFP done on a section number/paragraph number basis. The four (4) tabbed sections shall be named:

1. **Required Submittals**
2. **Past Performance**
3. **Technical Plan**
4. **Price Sheet**

TABBED SECTION # 1 - REQUIRED SUBMITTALS (shall include)

Letter of Transmittal: The Proposal letter shall be addressed to the City of Deltona Public Works Division Purchasing Agent and shall include at a minimum the following:

- Name of the Individual, Partnership, Company, or Corporation submitting Proposal;
- City's RFP number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) of representative(s) legally authorized to bind the Proposer

Addenda: The acknowledgement page of all addenda, signed and dated, if applicable.

Corporate Information: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

Current Workload: Provide a listing of your individual/firm's current and projected workload. The Proposer shall include a graph or other informational diagram/format indicating the allocated and available man-hours. Indicate commitment of staff available for this project.

Project Understanding: The Applicant shall clearly state project objectives and anticipated deliverables. In addition the Applicant shall indicate why they should be chosen to help the City in this endeavor.

Required Forms: Complete Attachments A – F as indicated below:

Proposer's Contact Information (Attachment A): Complete the form included in this package.

Non Collusion Affidavit Form (Attachment B): Complete the form included in this package.

Proposer's Certification (Attachment C): Complete the form included in this package.

Drug-Free Work Place Form (Attachment D): Complete the form included in this package.

Florida Statutes on Public Entity Crimes (Attachment E): Complete the form included in this package.

Hold Harmless and Indemnity Agreement (Attachment F): Complete the form included in this package.

TABBED SECTION # 2 - PAST PERFORMANCE:

The Proposer shall include Proposal and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:

- A. List eight (8) references for which your company provided similar services as requested in this RFP. List the names of the client as well as the address, telephone numbers, fax numbers, and the title of position that was filled by your company. The list should include a brief description of similar work satisfactorily completed (including location, dates of contracts, names and addresses of clients/owners, and the contact person).
- B. List of personnel, by name and title, contemplated to perform the work for each position described. Include statement of credentials, education, experience, certifications and all pertinent information to demonstrate capabilities.

TABBED SECTION # 3 - TECHNICAL PLAN:

The Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken in providing the requested delivery, installation and servicing of requested services. The proposal shall include the following information:

- A. Technical Plan. This shall include an explanation of the work procedures, processing system, and resources to be utilized. A full listing and condition of the Proposers heavy equipment, vehicles and related equipment to be utilized by the Proposer for the services performed.
- B. Explanation of the Proposer's approach plan to support the needs and objectives of the procurement as set forth in this RFP and the Scope of Services.

TABBED SECTION # 4 - PRICE PROPOSAL:

Using the Price Proposal Form (complete the form included in this package), the Proposer shall present the financial proposal for providing the Proposed Services. Price Proposals not submitted on the Attached Price Proposal Form shall render the Proposal unresponsive. The prices or discounts offered are for firm, fixed price proposals.

Section 4

Evaluation of Qualifications / Proposals and Award

The City shall award the proposal to the lowest most responsive and responsible proposer who submits a proposal that is most advantageous and represents the best value to the City. In determining the most advantageous proposal, the City reserves the right to consider criteria, such as, but not limited to, cost, customer service, utility, quality / workmanship, standardization, past experience, delivery, discount, past performance and/or service reputation and service capability. The City may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

Proposer shall provide all additional information upon demand by the City of Deltona. The information to be provided shall include, but may not be limited to, the following:

- A. Relevant Experience – This background information shall provide information concerning five comparable contracts. Provide name, and owner, location and dates.
- B. Maintenance Program – This background information shall provide details about the existing repair program the proposer presently staffs and which would enable the proposer to provide remedial work as may be required under the guarantee provided.
- C. Technical Resources – This background information shall outline the availability of personnel, equipment and parts required for repairs.
- D. Other factors deemed to be relevant by the City of Deltona.

Technical Evaluation

Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the contractors to perform accordingly shall be made by the City of Deltona.

- A. The ability, capacity, skill and organization of the proposer to perform as proposed.
- B. The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- C. Any other applicable technical/physical characteristics of the Proposal as deemed relevant by the City of Deltona.
- D. Any other relative factors.

Qualification Evaluation

Proposal packages will be reviewed and evaluated by a Selection Committee. Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

- 1. **Compliance with RFQ Instructions** (0 – 5 points)
- 2. **Cost** (0- 30 points)
- 3. **Experience with Similar Projects (Employee Qualification)** (0 – 15 points)
- 4. **Firm Background** (0 – 20 points)
- 5. **Schedule and Availability** (0 – 10 points)
- 6. **References** (0 – 10 points)
- 7. **List and condition of heavy equipment, vehicles and related equipment** (0 – 10 points)

Selection Process

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary presentations. Therefore, the City shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Public Works Division Purchasing Agent to schedule the top ranked firm(s) for presentations or interviews.

Formal Oral Presentations / Interviews (If Required)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Public Works Division's Purchasing Agent shall establish the schedule and Proposers will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion.

Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Recommendation and Approval of Ranking

The City shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference and submit this final ranking as its final recommendation to the City Manager. In the event the proposals exceed \$25,000, the City Manager shall make a recommendation to the City Commission.

Negotiation and Fee Schedule

A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each contract and will be part of each contract. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful Proposer(s). The Fee Schedule will designate the hourly rate/unit rates for each piece of equipment and/or staff member with their name and/or position title specified.

Contract

The attached draft agreement below is representative of the agreement the successful Proposer shall be required to execute. To meet the needs of the City, this agreement may be revised during the negotiations with the top-ranked firm(s).

SAMPLE ONLY (FOR INFORMATION PURPOSES ONLY)

AGREEMENT BETWEEN CITY OF DELTONA AND

{CONTRACTOR}

PER RFP NO. {#}

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and {NAME OF COMPANY}, duly authorized to conduct business in the State of Florida, whose principal address is {ADDRESS}, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related to {PROJECT/PURPOSE} per RFP No. {#}. The work generally involves all work as described in the RFP documents, specifications, drawings and any addendum issued for this project.

WHEREAS, the City requested and received expressions of interest from several companies to provide these services; and

WHEREAS, Contractor is competent and qualified to furnish said services to the City and desires to provide its services for this project,

WHEREAS, the Commission of the City of Deltona has approved award of this agreement on {DATE}.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to {PROJECT/PURPOSE} per RFP No. {#}, attached hereto and incorporated herein by reference, and Contractor's Proposal dated {DATE}.

2.2 The services, as described in RFP No. {#}, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within {#} days.

2.3 The services to be rendered by the Contractor shall include all labor, materials, equipment and incidentals necessary to perform all work indicated and specified in the RFP documents.

2.4 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

2.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical

conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

2.6 Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

2.7 Contractor shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement.

2.8 Contractor shall be responsible for the quality of work performed. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

2.9 Contractor agrees to provide a one year maintenance period to correct any defective work that may be found within the one year period from the time of completion.

Article 3. Payment

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed **two hundred twenty four thousand, nine hundred thirty dollars and 00/100 (\$224,930)**. Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

3.2 Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

3.3 The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 The City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, as recommended by the City, which shall be submitted by the Contractor between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the work completed and accepted by the City.

3.5 Progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made.

3.5.1. Ninety percent (90%) of the value of work completed, with the balance being retainage.

3.5.2. Upon 50% Completion, a total of ninety-five percent (95%) of the value of work completed, with the balance being retainage.

3.5.3. Final Payment. Upon final completion of the work, City shall pay Contractor an amount sufficient to increase total payments to ninety-eight percent (98%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Contract Closeout is completed.

3.6 The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The Contractor hereby agrees that the total cost is inclusive of all overhead and administrative expenses.

3.7 In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. Special Terms and Conditions

4.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

4.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.
- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

4.3 Assignment. This Agreement may not be assigned or transferred in any manner by Contractor and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

4.4 Insurance and Bond. The City of Deltona will purchase Builders' Risk Insurance. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

General Liability	
Each Occurrence/General Aggregate	\$5,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000

(B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$5,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

(C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Additional Requirements:

(1) **City of Deltona, a municipality of the State of Florida**, shall be named as an additional insured on the General liability policy.

(2) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(3) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(4) Contractor shall be responsible for subcontractors and their insurance.

(5) The Certificate holder section of each policy shall state: City OF DELTONA, A MUNICIPALITY OF THE STATE OF FLORIDA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(6) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall

contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

4.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees to indemnify, and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement.

4.6 Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

4.7 Ownership of Deliverables.

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

4.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

4.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

4.10 Retaining Other Contractors by City. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

4.11 Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

4.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

4.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.14 Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 5. General Conditions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

5.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

5.3 Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any of the services furnished under this Agreement.

5.4 In the event Contractor, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service covered by this Agreement, Contractor must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

5.5 It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed.

The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

5.6 No claim for services furnished by the Contractor not specifically provided for herein shall hold the City liable or be honored by the City.

5.7 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

5.8 The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

5.9 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.10 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

5.11 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

5.12 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.13 During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against Contractor employees or applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

Article 6. Severability and Notice

6.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Contractor:

If to City:

{NAME}
{TITLE}
{COMPANY NAME}
{ADDRESS}
{CITY, STATE, ZIP}

Public Works Utilities Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement consists of the following:

This Agreement
Notice of Award and Notice to Proceed
RFP Documents, to include Project Manual and Drawings
Addendum, if any
Contractor's Response to RFP

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SAMPLE
ONLY**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE KENT
City Clerk

FAITH G. MILLER
City Manager

Date

Approved as to Form and Legality:

GARY J. COONEY
City Attorney

ADDENDUM # 1
CITY OF DELTONA
BID # PW 10-08
September 7, 2010

EMERGENCY DEBRIS REMOVAL SERVICES

This addendum is to answer questions and clarify issues that have been brought up since the original solicitation was posted.

Questions regarding this bid shall be in writing to:

Brian Boehs
Purchasing Agent
City of Deltona Public Works Division
Email: bboehs@deltonafl.gov
Or fax at 386-878-8971

CLARIFICATIONS:

- a. Proposals shall be mailed to or dropped off in person at 255 Enterprise Road, Deltona, Florida 32725. Proposals shall not be accepted at City Hall.
- b. Seven days prior to the proposal opening will be the last day questions will be received for this solicitation. The City reserves the right to issue an addendum forty-eight (48) hours prior to the proposal due date and time.
- c. This solicitation is for "AS NEEDED" services. These "AS NEEDED" services will be utilized at times when a natural disaster or emergency has occurred. There is no guarantee as to the amount of work will be assigned through this solicitation. The contract will be for one (1) year, with three (3) additional one (1) year options to renew.

QUESTIONS:

Question # 1 – Who will be responsible for landfill tipping fees?

Answer # 1 – The City of Deltona shall be responsible for disposal fees. The City currently utilizes various landfills within Volusia County. The City currently holds contracts with these landfills for disposal services. Only these authorized landfills shall be utilized by the awarded vendors for Emergency Debris Removal. Should debris be needed to be sent to an "authorized" landfill, the awarded vendor shall retain the dumping ticket and return the original ticket to the City the same day of the trip to the landfill. Only authorized and registered vehicles shall be used to dispose of debris at landfills. Landfills will be instructed not to allow vehicles without the proper identification to dump debris and make a ticket out to the City.

Question # 2 – Are tipping fees considered a pass through cost; i.e. the contractor pays the tipping fees at final disposal and then invoices the City for those fees at no mark up?

Answer # 2 – See answer # 1 above. The awarded contractor shall not pay tipping fees and then invoice the City. Tickets will be issued at the landfill to the authorized and registered vehicle and the awarded Contractor shall turn all tickets into the City. The City of Deltona shall be responsible for the disposal fees.

Question # 3 – In both Sections: B. Scope of Services, paragraph #7 and in D. General, paragraph #3 Debris Disposal Operations, it states: Volume Reduction may be by chipping and grinding. However in Section I. Temporary Debris Staging Sites, paragraph #2, it says that vegetative debris reduction may be through either tub grinding or air curtain incineration as determined by the Public Works Department. In the price proposal, there is no differentiation of processing vegetative debris by grinding or air curtain incineration, and there is a significant difference in cost and the time required. Does Deltona anticipate the possibility of air curtain incineration or only want tub grinding as the means of vegetative volume reduction?

Answer # 3 – After consideration, the City does not anticipate the need of air curtain incineration. This is due to the fact that the TDSR's are located near or are in the vicinity of numerous amounts of housing units. This will reduce fire hazards and smoke from neighboring citizens and the dangers involved. Additionally, the City has no available sites for incineration that are located in rural areas. The City prefers tub grinding.

The proposal due date and time remains the same for Tuesday, September 16, 2010 at 2:00 p.m. Proposals shall be mailed to or dropped off in person at 255 Enterprise Road, Deltona, Florida 32725. Proposals shall not be accepted at City Hall.

All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal.

All addendums shall be acknowledged and placed in the proposer's submittal. Addendum acknowledgement shall not be accepted by fax or electronic versions through the Purchasing Agents office.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

NAME OF BUSINESS

BY: _____
SIGNATURE/DATE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

Overview of Findings

As Needed Emergency Debris Removal Services

Selection Committee Members:

Gerald Chancellor, Steve Moore, Tom Cioffi, Crystal Harris

The following firms submitted Proposals and were ranked based on their overall scores from the Selection Committee:

<u>Contractor</u>	<u>Scored</u>
1. Ceres Environmental	349
2. TAG Grinding Services	331
3. T.F.R. Enterprises	331
4. Wood Resource Recovery	330
5. Grubbs Emergency Services	330
6. Crowder Gulf	330
7. DRC Emergency Services	325
8. Unified Recovery Group	324
9. Byrd Brothers Emergency Services	315
10. Omni Pinnacle	315
11. AshBritt Environmental	314
12. D & J Enterprises	309
13. Phillips and Jordan	304
14. J.B. Coxwell Contracting	302
15. Storm Reconstruction Services	299
16. ATL Diversified Industries	285
17. Bergeron	281
18. Bamaco Disaster Recovery	267
19. Disaster Recovery Group and Tree Service	267
20. Michael's Tree and Loader Service	265
21. Eagle SWS	226
22. Cross Construction Services	115
23. Shelley's Environmental Systems	30
24. Cloud 9 Services	26

The following firms were selected as Primary Contractors based on their score:

1. Ceres Environmental
2. TAG Grinding Services
3. T.F.R. Enterprises
4. Wood Resource Recovery

The following firms were selected as Secondary Contractors based on their score:

1. Grubbs Emergency Services
2. Crowder Gulf
3. DRC Emergency Services
4. Unified Recovery Group

Due to the fact that the City may or may not have 4 Temporary Debris Staging Recovery sites, depending on the severity of the disaster, 4 primary vendors and 4 secondary vendors would be selected. After the reviews and rankings were completed, the Selection Committee came to a consensus that the top 8 firms outweighed all the other firms in experience, background, availability, references and equipment on hand. It was felt that although all of the other firms could complete the project at hand, the top 8 firms far exceeded the other firms. It should be noted that there was a tie score between the 4th, 5th and 6th vendors. Their ranking was based on the lowest prices that were submitted amongst those three vendors.

City of Deltona Score Sheet - Total Scores from Committee Members

RFP # PW 10-08 (Emergency Debris Removal Services)

Firm	Total for Committee Member # 1	Total for Committee Member # 2	Total for Committee Member # 3	Total for Committee Member # 4	Total Points
Ceres Environmental, Sarasota, FL	91.5	94.5	81.5	81.5	349
TAG Grinding Services, Daviston, AL	78.5	90.5	81.5	80.5	331
T.F.R. Enterprises, Inc., Leander, TX	81	84	84	82	331
Crowder Gulf, Theodore, AL	83	90	79	78	330
Grubbs Emergency Services, Brooksville, FL	82.5	89.5	73.5	84.5	330
Wood Resource Recover, Gainesville, FL	79	83	85	83	330
DRC Emergency Services, West Palm Beach, FL	87.5	91.5	70.5	75.5	325
Unified Recovery Group, Baton Rouge, LA	77.5	83.5	87.5	75.5	324
Byrd Brothers Emergency Services, Wilson, NC	87.5	87.5	58.5	81.5	315
Omni Pinnacle, Pearl River, LA	83.5	80.5	77.5	73.5	315
AshBritt Environmental Services, Daviston, AL	82	84	80	68	314
D & J Enterprises, Auburn, AL	80	80	74	75	309
Phillips and Jordan, Zephyrhills, FL	78.5	83.5	68.5	73.5	304
J.B. Coxwell Contracting, Jacksonville, FL	77.5	75.5	75.5	73.5	302
Storm Reconstruction Services, Mobile, AL	79.5	78.5	72.5	68.5	299
ATL Diversified Industries, Boynton Beach, FL	73.5	85.5	57.5	68.5	285
Bergeron, Ft. Lauderdale, FL	77.5	81.5	57.5	64.5	281
Bamaco Disaster Recovery, Bunnell, FL	79.5	74.5	53.5	59.5	267
Disaster Recovery Group and Tree Service, Arden, NC	69	74	63	61	267
Michael's Tree and Loader Service, Memphis, TN	72.5	79.5	48.5	64.5	265
Eagle SWS, Cisco, TX	65	46	66	49	226
Cross Construction Services, Lutz, FL	41	24	34	16	115
Shelley's Environmental Systems, Zellwood, FL	11	12	2	5	30
Cloud 9 Services, Orlando, FL	10	12	2	2	26

City of Deltona Score Sheet

Committee Member # 1

Tom Cioffi - Public Works

RFP # PW 10-08 (Emergency Debris Removal Services)

Firm	Compliance with RFP Instructions (0 - 5 pts)	Actual Cost Submitted	Cost (0 - 30 pts)	Experience with Similar Projects (0 - 15 pts)	Firm Background (0 - 20 pts)	Schedule and Availability (0 - 10 pts)	References (0 - 10 pts)	Vehicles and Equipment (0 - 10 pts)	Total Points
AshBritt Environmental Services, Daviston, AL	5	\$9,411.00	18	13	19	10	8	9	82
ATL Diversified Industries, Boynton Beach, FL	5	\$10,511.00	19.5	11	13	10	6	9	73.5
Bamaco Disaster Recovery, Bunnell, FL	3	\$8,102.38	19.5	13	19	10	10	5	79.5
Bergeron, Ft. Lauderdale, FL	5	\$8,164.75	19.5	13	16	10	8	6	77.5
Byrd Brothers Emergency Services, Wilson, NC	5	\$6,641.00	22.5	14	19	10	8	9	87.5
Ceres Environmental, Sarasota, FL	5	\$5,500.78	25.5	14	19	10	9	9	91.5
Cloud 9 Services, Orlando, FL	2	Incomplete	0	0	2	2	3	1	10
Cross Construction Services, Lutz, FL	5	\$68,162.00	6	2	7	10	5	6	41
Crowder Gulf, Theodore, AL	5	\$7,395.75	21	14	18	10	8	7	83
D & J Enterprises, Auburn, AL	5	\$8,957.75	18	12	16	10	9	10	80
Disaster Recovery Group and Tree Service, Arden, NC	5	\$9,345.54	15	12	16	10	5	6	69
DRC Emergency Services, West Palm Beach, FL	5	\$6,202.92	22.5	14	18	10	8	10	87.5
Eagle SWS, Cisco, TX	5	\$7,184.01	18	8	13	10	5	6	65
Grubbs Emergency Services, Brooksville, FL	5	\$8,912.00	22.5	12	16	10	8	9	82.5
J.B. Coxwell Contracting, Jacksonville, FL	5	\$9,959.57	16.5	13	15	10	8	10	77.5
Michael's Tree and Loader Service, Memphis, TN	4	\$11,893.40	16.5	12	14	10	9	7	72.5
Omni Pinnacle, Pearl River, LA	5	\$8,083.04	16.5	14	19	10	10	9	83.5
Phillips and Jordan, Zephyrhills, FL	5	\$11,088.00	13.5	14	17	10	10	9	78.5
Shelley's Environmental Systems, Zellwood, FL	2	Incomplete	0	0	2	2	3	2	11
Storm Reconstruction Services, Mobile, AL	5	\$8,460.21	16.5	13	17	10	8	10	79.5
TAG Grinding Services, Daviston, AL	5	\$5,717.50	22.5	12	15	10	6	8	78.5
T.F.R. Enterprises, Inc., Leander, TX	5	\$6,772.50	21	13	15	10	8	9	81
Unified Recovery Group, Baton Rouge, LA	5	\$7,337.50	19.5	12	17	10	6	8	77.5
Wood Resource Recover, Gainesville, FL	5	\$7,485.90	24	12	13	10	8	7	79

City of Deltona Score Sheet

Committee Member # 2

Gerald Chancellor - Public Works

RFP # PW 10-08 (Emergency Debris Removal Services)

Firm	Compliance with RFP Instructions (0 - 5 pts)	Actual Cost Submitted	Cost (0 - 30 pts)	Experience with Similar Projects (0 - 15 pts)	Firm Background (0 - 20 pts)	Schedule and Availability (0 - 10 pts)	References (0 - 10 pts)	Vehicles and Equipment (0 - 10 pts)	Total Points
AshBritt Environmental Services, Daviston, AL	5	\$9,411.00	18	15	18	10	9	9	84
ATI Diversified Industries, Boynton Beach, FL	5	\$10,511.00	19.5	14	18	10	9	10	85.5
Bamaco Disaster Recovery, Bunnell, FL	3	\$8,102.38	19.5	15	17	9	10	1	74.5
Bergeron, Ft. Lauderdale, FL	5	\$8,164.75	19.5	13	16	10	10	8	81.5
Byrd Brothers Emergency Services, Wilson, NC	5	\$6,641.00	22.5	14	18	9	10	9	87.5
Ceres Environmental, Sarasota, FL	5	\$5,500.78	25.5	15	20	9	10	10	94.5
Cloud 9 Services, Orlando, FL	2	Incomplete	0	0	1	8	0	1	12
Cross Construction Services, Lutz, FL	5	\$68,162.00	6	0	1	8	0	4	24
Crowder Gulf, Theodore, AL	5	\$7,395.75	21	15	20	9	10	10	90
D & J Enterprises, Auburn, AL	5	\$8,957.75	18	14	15	9	9	10	80
Disaster Recovery Group and Tree Service, Arden, NC	5	\$9,345.54	15	13	16	9	9	7	74
IDRC Emergency Services, West Palm Beach, FL	5	\$6,202.92	22.5	15	20	10	10	9	91.5
Eagle SWS, Cisco, TX	5	\$7,184.01	18	3	5	8	5	2	46
Grubbs Emergency Services, Brooksville, FL	5	\$8,912.00	22.5	15	20	9	10	8	89.5
J.B. Coxwell Contracting, Jacksonville, FL	5	\$9,959.57	16.5	14	18	7	10	5	75.5
Michael's Tree and Loader Service, Memphis, TN	4	\$11,893.40	16.5	13	16	10	10	10	79.5
Omni Pinnacle, Pearl River, LA	5	\$8,083.04	16.5	15	17	9	9	9	80.5
Phillips and Jordan, Zephyrhills, FL	5	\$11,088.00	13.5	15	20	10	10	10	83.5
Shelley's Environmental Systems, Zellwood, FL	2	Incomplete	0	0	1	8	0	1	12
Storm Reconstruction Services, Mobile, AL	5	\$8,460.21	16.5	14	16	8	9	10	78.5
TAG Grinding Services, Daviston, AL	5	\$5,717.50	22.5	15	19	9	10	10	90.5
T.F.R. Enterprises, Inc., Leander, TX	5	\$6,772.50	21	13	17	9	9	10	84
Unified Recovery Group, Baton Rouge, LA	5	\$7,337.50	19.5	15	18	10	6	10	83.5
Wood Resource Recover, Gainesville, FL	5	\$7,485.90	24	12	15	9	9	9	83

City of Deltona Score Sheet

Committee Member # 3

Steve Moore - Parks and Recreation

RFP # PW 10-08 (Emergency Debris Removal Services)

Firm	Compliance with RFP Instructions (0 - 5 pts)	Actual Cost Submitted	Cost (0 - 30 pts)	Experience with Similar Projects (0 - 15 pts)	Firm Background (0 - 20 pts)	Schedule and Availability (0 - 10 pts)	References (0 - 10 pts)	Vehicles and Equipment (0 - 10 pts)	Total Points
AshBritt Environmental Services, Daviston, AL	5	\$9,411.00	18	15	18	8	8	8	80
ATL Diversified Industries, Boynton Beach, FL	5	\$10,511.00	19.5	8	10	5	5	5	57.5
Bamaco Disaster Recovery, Bunnell, FL	3	\$8,102.38	19.5	8	8	5	5	5	53.5
Bergeron, Ft. Lauderdale, FL	5	\$8,164.75	19.5	10	8	5	5	5	57.5
Byrd Brothers Emergency Services, Wilson, NC	5	\$6,641.00	22.5	8	8	5	5	5	58.5
Ceres Environmental, Sarasota, FL	5	\$5,500.78	25.5	15	15	7	7	7	81.5
Cloud 9 Services, Orlando, FL	2	Incomplete	0	0	0	0	0	0	2
Cross Construction Services, Lutz, FL	5	\$68,162.00	6	5	5	5	3	5	34
Crowder Gulf, Theodore, AL	5	\$7,395.75	21	15	15	8	8	7	79
D & J Enterprises, Auburn, AL	5	\$8,957.75	18	15	12	8	8	8	74
Disaster Recovery Group and Tree Service, Arden, NC	5	\$9,345.54	15	15	10	5	8	5	63
DRC Emergency Services, West Palm Beach, FL	5	\$6,202.92	22.5	12	10	8	5	8	70.5
Eagle SWS, Cisco, TX	5	\$7,184.01	18	10	10	10	8	5	66
Grubbs Emergency Services, Brooksville, FL	5	\$8,912.00	22.5	15	10	8	8	5	73.5
J.B. Coxwell Contracting, Jacksonville, FL	5	\$9,959.57	16.5	15	15	8	8	8	75.5
Michael's Tree and Loader Service, Memphis, TN	4	\$11,893.40	16.5	8	5	5	5	5	48.5
Omni Pinnacle, Pearl River, LA	5	\$8,083.04	16.5	15	15	8	10	8	77.5
Phillips and Jordan, Zephyrhills, FL	5	\$11,088.00	13.5	15	15	5	10	5	68.5
Shelley's Environmental Systems, Zellwood, FL	2	Incomplete	0	0	0	0	0	0	2
Storm Reconstruction Services, Mobile, AL	5	\$8,460.21	16.5	12	15	8	8	8	72.5
TAG Grinding Services, Daviston, AL	5	\$5,717.50	22.5	15	15	8	8	8	81.5
T.F.R. Enterprises, Inc., Leander, TX	5	\$6,772.50	21	15	15	8	10	10	84
Unified Recovery Group, Baton Rouge, LA	5	\$7,337.50	19.5	15	20	8	10	10	87.5
Wood Resource Recover, Gainesville, FL	5	\$7,485.90	24	15	15	8	8	10	85

**City of Deltona Score Sheet - Pricing Breakdown and scoring
RFP # PW 10-08 (Emergency Debris Removal Services)**

Firm	Section 1	Sec 1 score	Section 2	Sec 2 score	Section 3	Sec 3 score	Section 4	Sec 4 score	Total from price proposal
Ceres Environmental, Sarasota, FL	\$ 4,488.00	4.5	\$ 389.90	7.5	\$ 622.88	6	\$ 1.00	7.5	\$ 5,501.78
Wood Resource Recover, Gainesville, FL	\$ 1,727.00	6	\$ 468.90	6	\$ 1,490.00	4.5	No charge	7.5	\$ 3,685.90
Byrd Brothers Emergency Services, Wilson, NC	\$ 5,559.00	3	\$ 445.00	6	\$ 637.00	6	No charge	7.5	\$ 6,641.00
DRC Emergency Services, West Palm Beach, FL	\$ 4,939.50	3	\$ 366.42	7.5	\$ 896.00	4.5	\$ 1.00	7.5	\$ 6,202.92
Grubbs Emergency Services, Brooksville, FL	\$ 8,033.00	1.5	\$ 494.00	6	\$ 385.00	7.5	No charge	7.5	\$ 8,912.00
TAG Grinding Services, Daviston, AL	\$ 3,461.00	4.5	\$ 318.50	7.5	\$ 1,938.00	3	No charge	7.5	\$ 5,717.50
Crowder Gulf, Theodore, AL	\$ 5,601.00	3	\$ 494.75	6	\$ 1,300.00	4.5	No charge	7.5	\$ 7,395.75
T.F.R. Enterprises, Inc., Leander, TX	\$ 5,346.00	3	\$ 691.50	4.5	\$ 735.00	6	No charge	7.5	\$ 6,772.50
ATL Diversified Industries, Boynton Beach, FL	\$ 8,673.00	1.5	\$ 408.00	6	\$ 1,430.00	4.5	No charge	7.5	\$ 10,511.00
Bamaco Disaster Recovery, Bunnell, FL	\$ 6,690.50	1.5	\$ 538.88	6	\$ 873.00	4.5	No charge	7.5	\$ 8,102.38
Bergeron, Ft. Lauderdale, FL	\$ 5,853.50	3	\$ 796.25	4.5	\$ 1,515.00	4.5	No charge	7.5	\$ 8,164.75
Unified Recovery Group, Baton Rouge, LA	\$ 5,553.00	3	\$ 785.50	4.5	\$ 999.00	4.5	No charge	7.5	\$ 7,337.50
AshBritt Environmental Services, Daviston, AL	\$ 7,022.50	1.5	\$ 843.50	4.5	\$ 1,545.00	4.5	No charge	7.5	\$ 9,411.00
D & J Enterprises, Auburn, AL	\$ 7,545.00	1.5	\$ 1,027.75	1.5	\$ 385.00	7.5	No charge	7.5	\$ 8,957.75
Eagle SWS, Cisco, TX	\$ 4,900.50	3	\$ 611.51	4.5	\$ 1,622.00	3	\$ 50.00	7.5	\$ 7,184.01
J.B. Coxwell Contracting, Jacksonville, FL	\$ 7,417.60	1.5	\$ 699.97	4.5	\$ 1,842.00	3	No charge	7.5	\$ 9,959.57
Michael's Tree and Loader Service, Memphis, TN	\$ 9,280.00	1.5	\$ 651.40	4.5	\$ 1,962.00	3	No charge	7.5	\$ 11,893.40
Omni Pinnacle, Pearl River, LA	\$ 5,801.99	3	\$ 1,196.05	1.5	\$ 1,085.00	4.5	No charge	7.5	\$ 8,083.04
Storm Reconstruction Services, Mobile, AL	\$ 5,698.00	3	\$ 1,232.21	1.5	\$ 1,529.00	4.5	\$ 1.00	7.5	\$ 8,460.21
Disaster Recovery Group and Tree Service, Arden, NC	\$ 5,532.00	3	\$ 615.54	4.5	\$ 1,198.00	4.5	\$ 2,000.00	4.5	\$ 9,345.54
Phillips and Jordan, Zephyrhills, FL	\$ 8,443.00	1.5	\$ 1,041.00	1.5	\$ 1,604.00	3	No charge	7.5	\$ 11,088.00
Cross Construction Services, Lutz, FL	\$ 8,118.00	1.5	\$ 1,074.00	1.5	\$ 3,970.00	1.5	\$ 55,000.00	1.5	\$ 68,162.00
Cloud 9 Services, Orlando, FL	incomplete	0	incomplete	0	incomplete	0	incomplete	0	incomplete
Shelley's Environmental Systems, Zellwood, FL	incomplete	0	incomplete	0	incomplete	0	incomplete	0	incomplete

Section 1 Scoring formula	Section 2 Scoring formula	Section 3 Scoring formula	Section 4 Scoring formula
\$0 - 1500 = 7.5 pts	\$0 - 400 = 7.5 pts	\$0 - 400 = 7.5 pts	\$0 - 764 = 7.5 pts
\$1,501 - 3,000 = 6 pts	\$401 - 600 = 6 pts	\$401 - 800 = 6 pts	\$765 - 1,528 = 6 pts
\$3,001 - 4,500 = 4.5 pts	\$601 - 800 = 4.5 pts	\$801 - 1,600 = 4.5 pts	\$1,529 - 9,166 = 4.5 pts
\$4,501 - 6,000 = 3 pts	\$801 - 1,000 = 3 pts	\$1,601 - 3,200 = 3 pts	\$9,167 - 15,278 = 3 pts
\$6,001 - 9,500 = 1.5 pts	\$1,001 - 1,300 = 1.5 pts	\$3,201 - 6,400 = 1.5 pts	\$15,279 - 55,000 = 1.5 pts
\$9,501 + = 0 pts	\$1,301 + = 0 pts	\$6,401 + = 0 pts	\$55,001 + = 0 pts

Total Scores applied to Cost section
25.5
24
22.5
22.5
22.5
22.5
21
21
19.5
19.5
19.5
19.5
18
18
18
16.5
16.5
16.5
16.5
16.5
13.5
6
0
0

**City of Deltona Score Sheet - Pricing Breakdown and scoring
RFP # PW 10-08 (Emergency Debris Removal Services)**

Firm	Section 1	Section 1 score	Section 2	Section 2 score	Section 3	Section 3 score	Section 4	Section 4 score	Total from price proposal
Ceres Environmental, Sarasota, FL	\$ 4,488.00	4.5	\$ 389.90	7.5	\$ 622.88	6	\$ 1.00	7.5	\$ 5,501.78
Wood Resource Recover, Gainesville, FL	\$ 1,727.00	6	\$ 468.90	6	\$ 1,490.00	4.5	No charge	7.5	\$ 3,685.90
Byrd Brothers Emergency Services, Wilson, NC	\$ 5,559.00	3	\$ 445.00	6	\$ 637.00	6	No charge	7.5	\$ 6,641.00
DRC Emergency Services, West Palm Beach, FL	\$ 4,939.50	3	\$ 366.42	7.5	\$ 896.00	4.5	\$ 1.00	7.5	\$ 6,202.92
Grubbs Emergency Services, Brooksville, FL	\$ 8,033.00	1.5	\$ 494.00	6	\$ 385.00	7.5	No charge	7.5	\$ 8,912.00
TAG Grinding Services, Daviston, AL	\$ 3,461.00	4.5	\$ 318.50	7.5	\$ 1,938.00	3	No charge	7.5	\$ 5,717.50
Crowder Gulf, Theodore, AL	\$ 5,601.00	3	\$ 494.75	6	\$ 1,300.00	4.5	No charge	7.5	\$ 7,395.75
T.F.R. Enterprises, Inc., Leander, TX	\$ 5,346.00	3	\$ 691.50	4.5	\$ 735.00	6	No charge	7.5	\$ 6,772.50
ATL Diversified Industries, Boynton Beach, FL	\$ 8,673.00	1.5	\$ 408.00	6	\$ 1,430.00	4.5	No charge	7.5	\$ 10,511.00
Bamaco Disaster Recovery, Bunnell, FL	\$ 6,690.50	1.5	\$ 538.88	6	\$ 873.00	4.5	No charge	7.5	\$ 8,102.38
Bergeron, Ft. Lauderdale, FL	\$ 5,853.50	3	\$ 796.25	4.5	\$ 1,515.00	4.5	No charge	7.5	\$ 8,164.75
Unified Recovery Group, Baton Rouge, LA	\$ 5,553.00	3	\$ 785.50	4.5	\$ 999.00	4.5	No charge	7.5	\$ 7,337.50
AshBritt Environmental Services, Daviston, AL	\$ 7,022.50	1.5	\$ 843.50	4.5	\$ 1,545.00	4.5	No charge	7.5	\$ 9,411.00
D & J Enterprises, Auburn, AL	\$ 7,545.00	1.5	\$ 1,027.75	1.5	\$ 385.00	7.5	No charge	7.5	\$ 8,957.75
Eagle SWS, Cisco, TX	\$ 4,900.50	3	\$ 611.51	4.5	\$ 1,622.00	3	\$ 50.00	7.5	\$ 7,184.01
J.B. Coxwell Contracting, Jacksonville, FL	\$ 7,417.60	1.5	\$ 699.97	4.5	\$ 1,842.00	3	No charge	7.5	\$ 9,959.57
Michael's Tree and Loader Service, Memphis, TN	\$ 9,280.00	1.5	\$ 651.40	4.5	\$ 1,962.00	3	No charge	7.5	\$ 11,893.40
Omni Pinnacle, Pearl River, LA	\$ 5,801.99	3	\$ 1,196.05	1.5	\$ 1,085.00	4.5	No charge	7.5	\$ 8,083.04
Storm Reconstruction Services, Mobile, AL	\$ 5,698.00	3	\$ 1,232.21	1.5	\$ 1,529.00	4.5	\$ 1.00	7.5	\$ 8,460.21
Disaster Recovery Group and Tree Service, Arden, NC	\$ 5,532.00	3	\$ 615.54	4.5	\$ 1,198.00	4.5	\$ 2,000.00	4.5	\$ 9,345.54
Phillips and Jordan, Zephyrhills, FL	\$ 8,443.00	1.5	\$ 1,041.00	1.5	\$ 1,604.00	3	No charge	7.5	\$ 11,088.00
Cross Construction Services, Lutz, FL	\$ 8,118.00	1.5	\$ 1,074.00	1.5	\$ 3,970.00	1.5	\$ 55,000.00	1.5	\$ 68,162.00
Cloud 9 Services, Orlando, FL	incomplete	0	incomplete	0	incomplete	0	incomplete	0	incomplete
Shelley's Environmental Systems, Zellwood, FL	incomplete	0	incomplete	0	incomplete	0	incomplete	0	incomplete

Section 1 Scoring formula	Section 2 Scoring formula	Section 3 Scoring formula	Section 4 Scoring formula
\$0 - 1500 = 7.5 pts	\$0 - 400 = 7.5 pts	\$0 - 400 = 7.5 pts	\$0 - 764 = 7.5 pts
\$1,501 - 3,000 = 6 pts	\$401 - 600 = 6 pts	\$401 - 800 = 6 pts	\$765 - 1,528 = 6 pts
\$3,001 - 4,500 = 4.5 pts	\$601 - 800 = 4.5 pts	\$801 - 1,600 = 4.5 pts	\$1,529 - 9,166 = 4.5 pts
\$4,501 - 6,000 = 3 pts	\$801 - 1,000 = 3 pts	\$1,601 - 3,200 = 3 pts	\$9,167 - 15,278 = 3 pts
\$6,001 - 9,500 = 1.5 pts	\$1,001 - 1,300 = 1.5 pts	\$3,201 - 6,400 = 1.5 pts	\$15,279 - 55,000 = 1.5 pts
\$9,501 + = 0 pts	\$1,301 + = 0 pts	\$6,401 + = 0 pts	\$55,001 + = 0 pts

Total Scores applied to Cost section
25.5
24
22.5
22.5
22.5
22.5
21
21
19.5
19.5
19.5
19.5
18
18
18
16.5
16.5
16.5
16.5
16.5
13.5
6
0
0

**AGREEMENT BETWEEN CITY OF DELTONA AND
CERES ENVIRONMENTAL SERVICES, INC.
PER RFP NO. PW 10-08**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010 by and between the CITY OF DELTONA, a municipality of the State of Florida, whose address is 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter called the "City" and CERES ENVIRONMENTAL SERVICES, INC., duly authorized to conduct business in the State of Florida, whose principal address is 3825 85th Avenue N # 101, Brooklyn Park, Minnesota 55443, hereinafter called the "Contractor".

WHEREAS, the City desires to obtain services related to Emergency Debris Removal Services per RFP No. PW 10-08. The work generally involves all work as described in the RFP documents, specifications, drawings and any addendum issued for this project.

WHEREAS, the City requested and received expressions of interest from several companies to provide these services; and

WHEREAS, Contractor is competent and qualified to furnish said services to the City and desires to provide its services for this project,

WHEREAS, the Commission of the City of Deltona has approved award of this agreement on November 15, 2010.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to Emergency Debris Removal Services per RFP No. PW 10-08, attached hereto and incorporated herein by reference, and Contractor's Proposal dated September 16, 2010.

2.2 The services, as described in RFP No. PW 10-08, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed as directed by the City. This

Agreement shall be for a period of one year, with the option to renew, upon agreement by both parties, for three additional one year periods.

2.3 The services to be rendered by the Contractor shall include all labor, materials, equipment and incidentals necessary to perform all work indicated and specified in the RFP documents.

2.4 Contractor has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

2.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

2.6 Contractor acknowledges that nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

2.7 Contractor shall be responsible for obtaining all required federal, state or local permits required to complete the scope of work under this agreement.

2.8 Contractor shall be responsible for the quality of work performed. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in his services.

2.9 Contractor agrees to provide a one year maintenance period to correct any defective work that may be found within the one year period from the time of completion.

Article 3. Payment

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at rates not to exceed the pricing submitted by the Contractor within RFP # PW 10-08. Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

3.2 Invoices shall be submitted in duplicate to the City of Deltona, Accounts Payable, 2345 Providence Blvd., Deltona, FL 32725. Each invoice shall contain the purchase order number and a detailed description of services and fees.

3.3 The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 The City shall make all payments on the basis of the work completed and accepted by the City.

3.5 The Contractor shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The Contractor hereby agrees that the total cost is inclusive of all overhead and administrative expenses.

3.6 In the event a specific project is to be funded by state or federal monies, the Contractor hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed, submitted, and approved by the City.

Article 4. Special Terms and Conditions

4.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by Florida Statutes to perform the services contained herein.

4.2 Termination. This Agreement may be terminated by the City upon thirty (30) days advance written notice to the Contractor; but if any work is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City until said work is completed by the Contractor and accepted by the City.

- A. Upon notification to the Contractor of termination by the City, Contractor will immediately discontinue all services affected unless the notice directs otherwise.
- B. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of City, City shall reimburse Contractor for actual work satisfactorily completed.
- C. Termination for Cause. If the termination of this Agreement is due to the failure of the Contractor to fulfill his contractual obligations, City shall reimburse Contractor for actual work satisfactorily completed, and City may take over the work and prosecute the same to completion by Agreement or otherwise.

- D. In the event of termination of this Agreement, all work, reports, and other work product produced by Contractor in connection with the Agreement shall be returned to the City and become and remain the property of the City.

4.3 Assignment. This Agreement may not be assigned or transferred in any manner by Contractor and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void.

4.4 Insurance and Bond. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (A) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

General Liability	
Each Occurrence/General Aggregate	\$1,000,000
Products-Completed Operations	\$1,000,000
Premises Operation	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Professional Liability	\$1,000,000
Blanket Contractual Liability	\$1,000,000
Fire Damage	\$100,000

- (B) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
Or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage	\$100,000

- (C) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

Additional Requirements:

(1) **City of Deltona, a municipality of the State of Florida**, shall be named as an additional insured on the General liability policy.

(2) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(3) Certificates of insurance shall identify the Bid number, contract, project, etc. in the Description of Operations section of the Certificate.

(4) Contractor shall be responsible for subcontractors and their insurance.

(5) The Certificate holder section of each policy shall state: City OF DELTONA, A MUNICIPALITY OF THE STATE OF FLORIDA, 2345 PROVIDENCE BOULEVARD, DELTONA, FLORIDA 32725.

(6) Contractor shall be solely responsible for all deductibles and self-insurance retention on Contractor Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused without thirty (30) calendar days written notice, or without ten (10) days written notice of cancellation due to non-payment of premium, being given to City by certified mail.

(7) Within five days after commencement of any services pursuant to this Agreement and at all time during the term hereof, including renewals and extensions, the Contractor shall supply to the City and keep in force a payment and performance bond secured from or countersigned by an agency or surety company authorized to do business in the State of Florida, payable to the City and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore, in strict accordance with Section 255.05 of Florida Statutes.

4.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees to indemnify, and hold the City, and its officers, commission, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional and attorney fees, court costs, other expenses and liabilities to the extent resulting from the negligent act, error or

omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement.

4.6 Independent Contractor. Contractor agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of City. Contractor shall have no authority to contract for or bind City in any manner and shall not represent itself as an agent of City or as otherwise authorized to act for or on behalf of City.

4.7 Ownership of Deliverables.

(a) Title to all work product produced by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of City when produced. Contractor shall deliver all such original work product to City upon completion thereof unless it is necessary for Contractor, in City's sole discretion to retain possession for a longer period of time.

(b) The documents, reports, and similar materials provided or created by Contractor are public records and Contractor shall abide by applicable requirements of Florida law. Contractor shall notify the City within 24 hours of receiving the request to release the information concerning the subject project to a member of the media and/or to the public. The City's notification shall to the extent possible provide the name, date, time and type of information requested to be released prior to the Contractor's release or disclosure of information to the media or to the public.

4.8 Return of Materials. Upon the request of the City, but in any event upon termination of this Agreement, Contractor shall surrender to the City all memoranda, notes, records, and other documents or materials pertaining to the services hereunder, that were furnished to the Contractor by the City pursuant to this Agreement. Contractor may keep copies of all work products for its records.

4.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the City. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the City shall be the right to seek an extension to the contract time.

4.10 Retaining Other Contractors by City. Nothing herein shall be deemed to preclude the City from retaining the services of other persons or entities undertaking the same or similar

services as those undertaken by the Contractor or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

4.11 Accuracy. The Contractor is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its services.

4.12 Codes and Regulations. All work completed under this Agreement shall at all times comply with all applicable federal, state and local statutes, codes, regulations and ordinances.

4.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or engineer under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.14 Prohibition against Contingent Fees. Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 5. General Conditions

5.1 This Agreement is made under, and in all respects shall be interpreted, construed, enforced, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie solely in Volusia County, Florida.

5.2 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City may make changes in the services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease (eliminate any amount of work) in the scope of work, City and Contractor shall modify this agreement through issuance of a change order. All change orders shall be authorized in writing by City prior to commencing or reducing any term of this agreement.

5.3 Neither the City's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any

cause of action arising out of the performance of this Agreement and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's performance of any of the services furnished under this Agreement.

5.4 In the event Contractor, during the course of the work under this Agreement, requires the services of any Sub-Contractor or other professional associates in connection with service covered by this Agreement, Contractor must secure the prior written approval of the City. If Sub-Contractors or other professional associates are required in connection with the services covered by this Agreement, Contractor shall remain fully and solely responsible for the services of and monies owed to Sub-Contractors or other professional associates.

5.5 It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City, upon request by Contractor, shall designate in writing and shall advise Contractor in writing of one (1) or more City employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

5.6 No claim for services furnished by the Contractor not specifically provided for herein shall hold the City liable or be honored by the City.

5.7 The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

5.8 The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

5.9 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.10 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Agreement.

5.11 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

5.12 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

5.13 During the term of this Agreement Contractor assures City that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminated in any form or manner against Contractor employees or applicants for employment. Contractor understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

Article 6. Severability and Notice

6.1 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.2 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to Contractor:
Steven Johnson
Corporate Secretary
Ceres Environmental Services, Inc.
6960 Professional Parkway E
Sarasota, Florida 34240

If to City:
Glen Whitcomb
Public Works Utilities Director
City of Deltona
2345 Providence Blvd.
Deltona, Florida 32725

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect

to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement consists of the following:

This Agreement
RFP Documents
Addendum, if any
Contractor's Response to RFP

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE KENT
City Clerk

FAITH G. MILLER
City Manager

Date

Approved as to Form and Legality:

GARY J. COONEY
City Attorney